

SITE PLAN CONTROL APPLICATION DELEGATED AUTHORITY REPORT MANAGER, DEVELOPMENT REVIEW, SOUTH

Site Location: 3288 Greenbank Road

File No.: D07-12-20-0058

Date of Application: May 8, 2020

This SITE PLAN CONTROL application submitted by Zeyad Hassan, Caivan Development Corporation, on behalf of Nepean Town Centre Development Corporation, is APPROVED as shown on the following plan(s):

- 1. **Notes and Legend Plan**, NL-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 2. **Grading Plans and Details**, GP-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 3. **Ponding Plan**, PD-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 4. **Erosion Control Plan and Details Sheet**, EC/DS-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 5. **Site Servicing Plan**, SSP-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 6. **Storm Drainage Plan**, SD-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 7. **Sanitary Drainage Plan**, SA-1, prepared by Stantec Consulting, dated 20.02.25, revision 4, dated 21.01.19.
- 8. Landscape Plan, L01, prepared by NAK Design Strategies, dated 20.04.21, revision 4, dated 20.10.20.
- 9. Landscape Plan 2, L02, prepared by NAK Design Strategies, dated 20.04.21, revision 4, dated 20.10.20.
- 10. Landscape Details Plan, D-01, prepared by NAK Design Strategies, dated 20.04.21, revision 4, dated 20.10.20.
- 11. **ROW & Soil Volume Plan,** D-02, prepared by NAK Design Strategies, dated 20.04.21, revision 4, dated 20.10.20.

- 12. **Site Plan**, A, prepared by Korsiak Urban Design, dated 25.10.19, revision 4, dated 18.01.21.
- 13. Elevation Drawing, Typical Village Homes Block Elevations Style 'CR', B1-1, prepared by Q4 Architects Inc., dated 2020.04.28, Revision 2 dated 2020.07.31.
- 14. Elevation Drawing, Typical Village Homes Block Elevations Style 'TN', B2-1, prepared by Q4 Architects Inc., dated 2020.04.28, Revision 2 dated 2020.07.31.
- 15. Elevation Drawing, Typical Village Homes Block Elevations Style 'TN', B3-1, prepared by Q4 Architects Inc., dated 2020.04.28, Revision 2 dated 2020.07.31.
- 16. Elevation Drawing, Typical Village Homes Block Elevations Style 'FH', B3-1, prepared by Q4 Architects Inc., dated 2020.04.28, Revision 2 dated 2020.07.31.

And as detailed in the following report(s):

- 1. **Grade Raise Review Memo**, PG2743-MEMO.06, prepared by Paterson Group Inc., dated July 17, 2020.
- 2. **Grade Raise Review Memo,** PG2743-2, prepared by Paterson Group Inc., dated February 8, 2021.
- 3. **Roadway Impact Assessment Traffic Noise,** GW19-035, prepared by Gradient, dated May 1, 2020.
- 4. **Transportation Impact Assessment,** 2020-16, GGH Transportation, dated May 2020.
- 5. **Planning Rationale and Design Brief**, prepared by Fotenn Planning and Design, dated May 4, 2020.
- Geotechnical Investigation Proposed Residential Development 3288 Greenbank Road - Ottawa, PG-2743-2, prepared by Paterson Group Inc., dated 03/2019, Revision 2, dated October 30, 2020
- South Nepean Town Centre (SNTC) Block 4 Site Servicing and Stormwater Management Report, Project 160401085, prepared by Stantec Consulting, dated 12.2.20

And subject to the following Requirements, General and Special Conditions:

General Conditions

1. Execution of Agreement Within One Year

The Owner shall enter into this Site Plan Control Agreement, including all standard and special conditions, financial and otherwise, as required by the City. In the event that the Owner fails to sign this Agreement and complete the conditions to be satisfied prior to the signing of this Agreement within one (1) year of Site Plan approval, the approval shall lapse.

2. Permits

The Owner shall obtain such permits as may be required from municipal or provincial authorities and shall file copies thereof with the General Manager, Planning, Infrastructure and Economic Development.

3. Barrier Curbs

The Owner acknowledges and agrees that the parking areas and entrances shall have barrier curbs and shall be constructed in accordance with the drawings of a design professional, such drawings to be approved by the General Manager, Planning, Infrastructure and Economic Development.

4. Water Supply For Fire Fighting

The Owner shall provide adequate water supply for fire fighting for every building. Water supplies may be provided from a public water works system, automatic fire pumps, pressure tanks or gravity tanks.

5. Reinstatement of City Property

The Owner shall reinstate, at its expense and to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, any property of the City, including, but not limited to, sidewalks, curbs and boulevards, which is damaged as a result of the subject development.

6. Construction Fencing

The Owner acknowledges and agrees to install construction fencing, at its expense, in such a location as may be determined by the General Manager, Planning, Infrastructure and Economic Development.

7. Construct Sidewalks

The Owner shall design and construct sidewalk(s) within public rights-of-way or on other City owned lands to provide a pedestrian connection from or to the site as may be determined by the General Manager, Planning, Infrastructure and Economic Development. Such sidewalk(s) shall be constructed to City Standards.

8. Extend Internal Walkway

The Owner shall extend internal walkways beyond the limits of the subject lands to connect to existing or proposed public sidewalks, at the sole expense of the Owner, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

9. Completion of Works

The Owner acknowledges and agrees that no new building will be occupied on the lands until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, including the installation of municipal numbering provided in a permanent location visible during both day and night and the installation of any street name sign on relevant streets.

Notwithstanding the non-completion of the foregoing Works, occupancy of a lot or structure may otherwise be permitted, if in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, the aforesaid Works are proceeding satisfactorily toward completion. The Owner shall obtain the prior consent of the General Manager, Planning, Infrastructure and Economic Development for such occupancy in writing.

Until all requirements with respect to completion of the Works as identified in this Agreement have been carried out and received Approval by the General Manager, Planning, Infrastructure and Economic Development, the Owner shall give notice to the City of a proposed conveyance of title to any building at least thirty (30) days prior to any such conveyance. No conveyance of title to any building shall be effective unless the Owner has complied with this provision.

Nothing in this clause shall be construed as prohibiting or preventing the approval of a consent for severance and conveyance for the purposes of obtaining financing.

10. Development Charges

The Owner shall pay development charges to the City in accordance with the by-laws of the City.

Special Conditions

11. Permanent Features

The Owner acknowledges and agrees that no permanent features shall be permitted above and below grade within the City's widened right-of-way or corner sight triangle, including commercial signage, except as otherwise shown on the approved Site Plan referenced in Schedule E" herein.

12. Transportation Study

The Owner has undertaken a Transportation Impact Assessment for this site, which Brief and Addendum are referenced in Schedule "E" herein, to determine the infrastructure and programs needed to mitigate the impact of the proposed development on the local transportation network and to establish the site design features needed to support system-wide transportation objectives. The Owner shall ensure that the recommendations of the Transportation Impact Assessment, are fully implemented, to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

13. Private Approach Detail

The Owner acknowledges and agrees that all private approaches serving the proposed development shall be designed and constructed, at the sole expense of the Owner, in accordance with the City's "Curb Return Entrances Curb Return at a Private Entrance" Plan, Drawing No. SC7.1, dated March 2007 and revised March 2013, and the Owner shall comply with the City's Private Approach By-law, being No. 2003-447, as amended.

14. Private Access

The Owner acknowledges and agrees that all private accesses to Roads shall comply with the City's Private Approach By-Law being By-Law No. 2003-447 as amended, or as approved through the Site Plan control process.

15. Notice on Title – Noise Warning Clause

The Owner, or any subsequent owner of the whole or any part of the subject lands, acknowledges and agrees that all agreements of purchase and sale or lease agreements shall contain the following clauses, which shall be covenants running with the subject lands:

"Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some outdoor activities as the sound levels may exceed the sound level limits of the City and the Ministry of the Environment. This dwelling unit has also been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City and the Ministry of the Environment."

"The Purchaser/Lessee covenants with the Vendor/Lessor that the above clauses, verbatim, shall be included in all subsequent agreements of purchase and sale, and lease agreements for the lands described herein, which covenant shall run with the said lands."

16. Geotechnical Investigation

The Owner acknowledges and agrees that it shall retain the services of a geotechnical engineer, licensed in the Province of Ontario, to ensure that the recommendations of the Geotechnical Investigation Report (the "Report"), referenced in Schedule "E" herein, are fully implemented. The Owner further acknowledges and agrees that it shall provide the General Manager, Planning, Infrastructure and Economic Development with confirmation issued by the geotechnical engineer that the Owner has complied with all recommendations and provisions of the Report, prior to construction of the foundation and at the Completion of the Works, which confirmation shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

17. Inlet Control Devices (ICDs)

The Owner acknowledges and agrees to install and maintain in good working order the required in-ground stormwater inlet control devices, as recommended in the approved Site Servicing and Stormwater Management Report, referenced in Schedule "E" herein. The Owner further acknowledges and agrees it shall assume all maintenance and replacement responsibilities in perpetuity. The Owner shall keep all records of inspection and maintenance in perpetuity, and shall provide said records to the City upon its request.

18. Professional Engineering Inspection

The Owner shall have competent Professional Engineering inspection personnel on-site during the period of construction, to supervise the Works, and the General Manager, Planning, Infrastructure and Economic Development, shall have the right at all times to inspect the installation of the Works. The Owner acknowledges and agrees that should it be found in the sole opinion of the General Manager, Planning, Infrastructure and Economic Development, that such personnel are not on-site or are incompetent in the performance of their duties, or that the said Works are not being carried out in accordance with the approved plans or specifications and in accordance with good engineering practice, then the General Manager, Planning, Infrastructure and Economic Development, may order all Work in the project to be stopped, altered, retested or changed to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

19. Stormwater Works Certification

Upon completion of all stormwater management Works, the Owner acknowledges and agrees to retain the services of a Professional Engineer, licensed in the Province of Ontario, to ensure that all measures have been implemented in conformity with the approved Plans and Reports, referenced in Schedule "E" herein. The Owner further acknowledges and agrees to provide the General Manager, Planning, Infrastructure and Economic Development with certificates of compliance issued by a Professional Engineer, licensed in the Province of Ontario, confirming that all recommendations and provisions have been implemented in accordance with the approved Plans and Reports referenced in Schedule "E" herein.

20. Site Dewatering

The Owner acknowledges and agrees that while the site is under construction, any water discharged to the sanitary sewer due to dewatering shall meet the requirements of the City's Sewer Use By-law No. 2003-514, as amended.

21. Off-Site Contamination Management Agreement

The Owner acknowledges and agrees that where contamination emanating from the site and impacting the City's rights-of-way is discovered during the course of the Works, the Owner shall notify the Manager, Realty Services immediately in writing and agrees to enter into an Off-Site Management Agreement with the City to address the contamination in the rights-of-way. The Owner shall be responsible for all associated costs with the Off-Site Management Agreement, which agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

22. Water Plant

The Owner acknowledges and agrees that the water plant within the lands is a private watermain. The Owner further acknowledges and agrees that the private watermain and appurtenances thereto are to be maintained by the Owner at its own expense, in perpetuity. The Owner performing maintenance on critical infrastructure, such as private watermains and private fire hydrants, shall maintain

adequate records as proof of having done so in accordance with applicable regulations, and that the records shall be retained for review by the City and or the Ottawa Fire Services when requested.

23. Municipal Responsibility Agreement

Prior to the execution of this Agreement by the City, the Owner shall enter into and register on title to the subject lands, a Responsibility Agreement with the City with respect to the private communal water system and the private communal water system servicing the subject lands, such agreement shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

24. Leak Survey

The Owner acknowledges and agrees that the Water Plant and sewer service within the lands is a private system, including Private Services and sewer services and appurtenances, and the Owner acknowledges and agrees that it is responsible for the operation, maintenance and/or replacement, in perpetuity, of the Private Services and sewer system, including the Private Watermains, private hydrants, private sanitary and storm sewer infrastructure (collectively the "private system") which are located on the lands and that the Owner will retain copies of all the associated Work and maintenance contracts, and make said contracts available for inspection upon demand by the City.

Further, the Owner acknowledges and agrees to have a Professional Engineer, licensed in the Province of Ontario, conduct regular inspections of the water system and sewer system, which includes a leak detection survey at least every five (5) years and a video of the sanitary sewer system to check for major water infiltration into the private system. Copies of the inspection reports and videos shall be provided to the General Manager, Public Works and Environmental Services and Fire Services. The Owner further acknowledges and agrees that as part of the Owner's ongoing maintenance responsibility for the private system, repairs to the system must be completed immediately to correct any deficiencies which contribute to water loss or leakage of infiltration within the private system. Any deficiencies shall be immediately reported to the City. The Owner acknowledges and agrees to notify the General Manager, Public Works and Environmental Services when such repairs have been completed.

25. Site Lighting Certificate

- (a) In addition to the requirements contained in clause 19 of Schedule "C" hereto, the Owner acknowledges and agrees, prior to the issuance of a building permit, to provide the City with a certificate from an acceptable professional engineer, licensed in the Province of Ontario, which certificate shall state that the exterior site lighting has been designed to meet the following criteria:
 - (i) it must be designed using only fixtures that meet the criteria for full cut-off (sharp cut-off) classification, as recognized by the Illuminating Engineering Society of North America (IESNA or IES);

- (ii) and it must result in minimal light spillage onto adjacent properties. As a guideline, 0.5 fc is normally the maximum allowable spillage.
- (b) The Owner acknowledges and agrees that, upon completion of the lighting Works and prior to the City releasing any associated securities, the Owner shall provide certification satisfactory to the General Manager, Planning, Infrastructure and Economic Development, from a Professional Engineer, licensed in the Province of Ontario, that the site lighting has been constructed in accordance with the Owner's approved design plan.

26. Maintenance and Liability Agreement for Landscaping

The Owner acknowledges and agrees it shall be required to enter into a Maintenance and Liability Agreement with the City, for all decorative placed in the City's right-of-way along Jockvale Road, Darjeeling Avenue, and Damson Gardens Groves in accordance with City Specifications, and the Maintenance and Liability Agreement shall be registered on title, at the Owner's expense, immediately after the registration of this Agreement. The Owner shall assume all maintenance and replacement responsibilities in perpetuity.

27. Snow Storage – no interference with servicing

In addition to the requirements of Clause 17 of Schedule "C" of this Agreement, the Owner further acknowledges and agrees that any portion of the subject lands which is intended to be used for snow storage shall not interfere with the servicing of the subject lands.

28. Waste and Recycling Collection (Standard Collection)

The Owner acknowledges and agrees that the City will provide waste collection and cart (and/or container) recycling collection for the residential units. The Owner shall provide an adequate storage room or space for waste containers and recycling carts (and/or containers). The Owner acknowledges and agrees that it is recommended that the containers and carts be placed on a concrete floor. The Owner shall provide an adequate constructed road access to the waste/recycling storage room or area suitable for waste/recycling vehicles as direct access to the containers and carts is required. The Owner acknowledges and agrees that any additional services (i.e. winching of containers) may result in extra charges.

29. Joint Use, Maintenance and Liability Agreement

(a) The Owner acknowledges and agrees that should the lands be severed in the future by means other than a Declaration of a Condominium, it shall ensure that the future owner of the freehold units shall enter into a Joint Use, Maintenance and Liability Agreement which shall be binding upon the owners and all subsequent purchasers to deal with the joint use, maintenance and liability of the common elements, including but not limited to any private roadway(s) and concrete sidewalks; common grass areas; common party walls, exterior walls; common structural elements such as the roof, foundations; common parking areas; sewers and watermains, for the mutual benefit and joint use of the owners; and any other elements located in the common property; and the Joint Use, Maintenance and Liability Agreement shall be filed with the General Manager, Planning, Infrastructure and Economic Development.

- (b) The Owner shall file with the General Manager, Planning, Infrastructure and Economic Development, an opinion from a solicitor authorized to practice law in the Province of Ontario that the Joint Use, Maintenance and Liability Agreement is binding upon the owners of the land and all subsequent purchasers to deal with the matters referred to Paragraph (a) above.
- (c) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall be registered on the Owner's lands at no cost to the City, and a copy of the registered agreement shall be provided to the General Manager, Planning, Infrastructure and Economic Development.
- (d) The Owner acknowledges and agrees that the Joint Use, Maintenance and Liability Agreement shall include a clause that transfers all legal and financial obligations required under the Joint Use, Maintenance and Liability Agreement to future owners, successors and assigns in title of the subject lands.

30. Street Name and Signs

- (a) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all regulatory traffic signage, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and as shown on the approved Site Plan, referenced in Schedule "E" herein.
- (b) The Owner acknowledges and agrees it shall provide for, install and maintain, at its own expense, all temporary street name signs, in accordance with the City's Municipal Addressing By-law 2014-78, as amended, for any private road within the area controlled by this Agreement and the approved Site Plan, referenced in Schedule "E" herein.
- (c) The Owner acknowledges and agrees it shall, at its own expense, make arrangements for the City to provide, install, and maintain all permanent street name signs, in accordance with the City's Municipal Addressing Bylaw 2014-78, as amended, and to City Specifications or Standards.

31. Installation of Signs on Private Property

The Owner acknowledges and agrees that, prior to installation of any signage on the lands, it shall obtain approval from the Chief Building Official, Building Code Services, and the General Manager, Planning, Infrastructure and Economic Development, which signage shall be in accordance with the City's Permanent Signs on Private Property By-law No. 2016-326, as amended.

32. Bell Canada – Facilities and Easements

The Owner agrees that should any conflict arise with existing Bell Canada facilities or easements within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

33. Trees- Compensation

The Owner acknowledges that the 41 trees provided on site is insufficient for the proposed 116 units and agrees to provide compensation for an additional 14 trees that are unable to be located within this Site Plan block. Compensation for the 14 trees will be required at the cost of \$452.00 per tree. The Owner acknowledge and agrees to providing a total of total of \$6,328.00 to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development, prior to registration of this Agreement.

34. Access Easement to City

Prior to registration of this Agreement, the Owner acknowledges and agrees it shall grant to the City, at the Owner's expense, an unencumbered blanket easement over the lands, with the right and licence of free, uninterrupted, unimpeded and unobstructed access to the City to enter on and to pass at any and all times, on, over, along and upon the lands with or without vehicles, supplies, machinery and equipment for all purposes necessary or convenient to construct, maintain, repair and replace the private watermains, private service posts and fire hydrants at the Owner's expense. The Owner acknowledges and agrees that notwithstanding the rights granted to the City under the grant of easement, the Owner remains responsible at all times for the maintenance, inspection, alteration, repair, replacement and reconstruction of the utility in the said lands during their term of use. The Owner acknowledges and agrees to provide an electronic copy of the Transfer of Easement prior to the execution of this Agreement by the City, to the satisfaction of the City Solicitor. All costs shall be borne by the Owner.

March 17, 2021

ant

Lily Xu

Manager, Development Review, South Planning, Infrastructure and Economic Development Department

Enclosure: Site Plan Control Application approval – Supporting Information



SITE PLAN CONTROL APPROVAL APPLICATION SUPPORTING INFORMATION

File Number: D07-12-20-0058

SITE LOCATION

The site is located on the southwest corner of the property at 3288 Greenbank, and as shown on Document 1.

SYNOPSIS OF APPLICATION

- The subject property is located within the Barrhaven Downtown, east of the Kennedy-Burnett stormwater management pond. To the north, east, and south of the site are developing residential neighbourhoods. the lands are currently undeveloped and used for agricultural purposes
- The site is 1.71 hectares in area and will have frontage along the future extension of Jockvale Road to the east, as well as frontage onto future Darjeeling Avenue to the south and future Damson Gardens Grove to the west. To the immediate north and east of the site are future residential blocks that will also be developed by Caivan.
- The site plan application is to permit the development of a planned unit development consisting of a total of 116 dwelling units contained within 3-storey buildings throughout a total of 11 blocks. The 72 stacked townhome units will be located in six blocks to the north and east of the site, and the proposal includes 44 back-to-back townhome units throughout five blocks on the southwest portion of the site.
- The development will include a private internal road network with two site accesses, from future Darjeeling Avenue to the south and Damon Gardens Grove to the west. The site will contain 86 vehicular parking spaces, 79 for residents and 7 for visitors, as well as 60 bicycle parking spaces. The 44 back-to-back townhome units will each contain individual garages.
- The proposal also includes a multi-use pathway along the northern property line, as well as public sidewalks along all public street frontages.
- The lands are the subject of accompanying Zoning By-Law Amendment and Subdivision Applications, the former which came into effect on December 29, 2020 (D02-02-19-0047), and the latter which was approved on February 6, 2020 (D07-16-19-0015).

DECISION AND RATIONALE

This application is approved for the following reasons:

- The proposal complies with the policies of the General Urban Area designation of the Ottawa Official Plan, which permits many types and densities of housing.
- The proposal complies with the policies of the City of Ottawa Zoning By-Law 2800-250, including the provisions of the applicable Mixed Use Centre Zone with an exception 2666, "MC[2666]". The proposal meets the purpose of the zone, which is to accommodate a combination of transit-supportive uses such as high-and medium-density residential uses, as well as all applicable performance standards established by the zone.
- The proposal is in keeping with the intent of Barrhaven Downtown Secondary Plan.
- The conditions of approval are appropriate for the development and will result in the desirable use of the site.
- The proposal has been reviewed against the guidelines established by the Building Better and Smarter Suburbs (BBSS).
- The proposal has been reviewed with the accompanying Zoning by-law Amendment and Plan of Subdivision applications, and all opportunities for appeals are exhausted.
- The proposed site design represents good planning and is a desirable land use.

CONSULTATION DETAILS

Councillor's Concurrence

Councillor Jan Harder was aware of the application related to this report. Councillor has concurred with the proposed conditions of approval and has no further comments.

Public Comments

This application was subject to public circulation under the Public Notification and Consultation Policy. There was no public comment received online.

APPLICATION PROCESS TIMELINE STATUS

This Site Plan application was not processed by the On Time Decision Date established for the processing of an application that has Manager Delegated Authority due to workload constraints.

Contact: Sarah Ezzio, Tel: 613-580-2424, ext. 23493, fax 613-580-2576 or e-mail: Sarah.Ezzio@ottawa.ca

Document 1 – Location Map

